

A. G. Contract No. KR-87-3473-TRD

ECS File: IGA-87-40

PROJECT: IR-40-4(126)PE, -4(114)C
SECTION: East Flagstaff T.I.

PROJECT: I-40-4-502C
SECTION: East Flagstaff T.I.
(Soliere Frontage Road)

INTERGOVERNMENTAL AGREEMENT *

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT entered into this 20th day of June, 1988,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION, hereinafter called "State", and the CITY OF FLAGSTAFF,
acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona
Revised Statutes to enter into this agreement and has, by resolution, a
copy of which is attached hereto and made a part hereof, resolved to
enter into this agreement, and the Director of the Arizona Department of
Transportation has delegated to the undersigned the authority to execute
same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised statutes
and Flagstaff City Charter Article I, Section 3, to enter into this
agreement and acting by and through its City Council has, by resolution,
a copy of which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to execute
same on behalf of City; and

* This Agreement supersedes former Intergovernmental Agreement dated
July 7, 1987, and noted as A.G. Contract No. KR 87-1626, Secretary of
State No. 12210.

NO. <u>12210</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6-24-88</u>
<u>Don Shumway</u> Secretary of State
By <u>Perdue</u>

WHEREAS, State seeks to improve the safety of the public traveling the state roadway system, and desires to construct improvements to the East Flagstaff Traffic Interchange, including construction of a new bridge crossing I-40 at Country Club Road and realignment of Country Club Road to match the new bridge alignment; said improvements hereinafter referred to as East Flagstaff Traffic Interchange project; and

WHEREAS, City seeks improved roadway access within the City of Flagstaff and desires to relocate the Soliere Frontage Road at the East Flagstaff Traffic Interchange, including the relocation of an 8-inch sewer line and the installation of a 12-inch water line; said improvements hereinafter referred to as Soliere Frontage Road project; and

WHEREAS, it is to the mutual benefit of State and City to enter into an agreement specifying their respective responsibilities relative to construction of the East Flagstaff Traffic Interchange improvements and the relocation of the Soliere Frontage Road; and

WHEREAS, State and City agree to share in the cost of the SOLIERE FRONTAGE ROAD PROJECT as set forth below:

1. State shall bear all design engineering costs for roadway improvements for the Soliere Frontage Road project.

2. City shall bear all design engineering and construction costs for utility improvements associated with the Soliere Frontage Road project; said costs estimated to be NINETY-THREE THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$93,565) as detailed on Exhibit A attached hereto and made a part hereof.

3. City shall bear all purchase costs of right-of-way and right-of-entry for construction of the Soliere Frontage Road project; said costs estimated to be THREE HUNDRED NINETY THOUSAND NINE HUNDRED DOLLARS (\$390,900).

4. State shall bear the administrative costs for purchase of said right-of-way for the Soliere Frontage Road project.

5. City shall bear all construction costs for roadway improvements for the Soliere Frontage Road project; said costs estimated to be FOUR HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$474,125) as detailed on Exhibit B attached hereto and made a part hereof.

6. In addition to all costs heretofore defined as City's responsibility, City shall bear all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for roadway and utility improvements for the Soliere Frontage Road project.

7. City shall contribute up to ONE MILLION DOLLARS (\$1,000,000) for the construction of the Soliere Frontage Road project as defined in items 2, 3, 5, and 6 above. State shall bear all costs in excess of the one million dollars contributed by City, in addition to the costs defined in items 1 and 4 above.

THEREFORE, the parties hereto agree as follows:

FOR THE SOLIERE FRONTAGE ROAD PROJECT:

STATE SHALL:

1. Acquire all rights-of-way for the relocation of Soliere Frontage Road.

2. Prepare plans for the relocation of the Soliere Frontage Road, including said sewer and water improvements desired by City.

3. Provide to City plans for relocation of Soliere Frontage Road and for sewer and water improvements desired by City for review and approval.

4. Upon completion of design for sewer and water improvements desired by City, submit to City a detailed breakdown of actual design costs.

5. Follow established State procedures for the bidding of the Soliere Frontage Road project, contract for construction of the improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

6. Within 20 days of receipt of the monthly pay estimate from the construction contractor for the Soliere Frontage Road project, transmit to City a copy of the contractor's monthly pay estimate.

7. Upon completion of construction of the Soliere Frontage Road project submit to City a detailed accounting of all design and construction costs assigned to City. In the event that City's financial obligations for the design and construction of the Soliere Frontage Road project as defined herein are less than one million dollars, said submittal to include a check equal to the difference in actual costs and one million dollars.

CITY SHALL:

1. Review and approve plans prepared by State for the relocation of Soliere Frontage Road and for sewer and water improvements desired by City.

2. Deposit with State cash in the amount of ONE MILLION DOLLARS (\$1,000,000) for construction of the Soliere Frontage Road project. Said cash deposit shall be made prior to award of a construction contract by the Transportation Board for the construction of Soliere Frontage Road.

3. Provide an inspector for the water and sewer construction included in the Soliere Frontage Road project.

4. Upon completion of construction of the Soliere Frontage Road project, accept maintenance responsibilities for Soliere Frontage Road.

FOR THE EAST FLAGSTAFF TRAFFIC INTERCHANGE PROJECT:

STATE SHALL:

1. Acquire all rights-of-way for the East Flagstaff Traffic Interchange project improvements.

2. Prepare plans for roadway improvements for the East Flagstaff Traffic Interchange, including a new bridge crossing I-40 at Country Club Road and realignment of Country Club Road to match the new bridge alignment.

3. Follow established State procedures for the bidding of the East Flagstaff Traffic Interchange project, contract for construction of the improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

4. Within 10 days of receipt of the monthly pay estimate from the construction contractor for the East Flagstaff Traffic Interchange project, transmit to City a copy of the contractor's monthly pay estimate.

CITY SHALL:

1. Deposit with State cash in the amount of ONE MILLION DOLLARS (\$1,000,000) for City's contribution to the construction of the East Flagstaff Traffic Interchange project. Said cash deposit shall be made on July 15, 1989.

2. Upon completion of construction of the East Flagstaff Traffic Interchange project, accept maintenance responsibilities for Country Club Road beyond the limits of State's control of access.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of

construction upon 30 days' written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: _____

B. Javasi

TITLE: _____

Mayor

BY: _____

W. O. Ford
W. O. FORD
State Engineer

ATTEST: _____

Linda Butler

EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA
 AND
 THE CITY OF FLAGSTAFF

Sewer and Water Improvement Costs

Item No.	Description	Unit	Quantity	Unit Price	Amount
2020048	Removal of Structure (manhole)	Each	5	\$500	\$ 2,500
5050355	Manhole (sanitary) (5" diameter)	Each	6	\$2,500	15,000
5053101	Drop Connection	Each	2	\$500	1,000
8080262	Valve (12")	Each	3	\$1,000	3,000
8080293	Pipe (PVC) (12") (Class 200) (DR 14)	L. Ft.	703	\$25	17,575
8080639	Relocate Water Main (12" x 90' PVC)	L. Sum	1	\$3,000	3,000
8090086	Sewer Pipe (PVC) (8") (Class 200) (DR 14)	L. Ft.	1,381	\$15	20,715
8090501	Sewer Stubout and Plug	Each	10	\$100	1,000
	Subtotal				\$ 63,790
	ADD: 14% of Bid Items for:				
	Maintenance and Protection of Traffic				430
	Furnish and Install Temporary Traffic Control Devices				45
	Mobilization				3,000
	Construction Surveying and Layout				2,800
	Subtotal				\$ 70,065
	Plus: 5% for Construction Contingency				3,500
	Estimated Design Engineering Costs				20,000
	TOTAL				\$ 93,565

EXHIBIT B

to

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA
 AND
 THE CITY OF FLAGSTAFF

Roadway Improvement Costs

Item No.	Description	Unit	Quantity	Unit Price	Amount
2010001	Clearing and Grubbing	L. Sum	1	\$9,000	\$ 9,000
2020001	Removal of Structures and Obstructions	L. Sum	1	\$15,000	15,000
2030301	Roadway Excavation	Cu. Yd.	11,313	\$4	45,252
2030401	Drainage Excavation	Cu. Yd.	85	\$15	1,275
2030901	Borrow	Cu. Yd.	4,960	\$8	39,680
2060001	Furnish Water Supply	L. Sum	1	\$10,000	10,000
2070001	Dust Palliative	M. Gal.	275	\$8	2,200
3030023	Aggregate Base, Class 3	Cu. Yd.	4,725	\$20	94,500
4040101	Prime Coat	Ton	23	\$200	4,600
4040111	Bituminous Tack Coat	Ton	4	\$220	880
4040116	Apply Bituminous Tack Coat	Hour	8	\$125	1,000
4040125	Fog Coat	Ton	4	\$220	880
4040131	Provisional Seal Coat	Ton	4	\$220	880
4040136	Apply Provisional Seal Coat	Hour	8	\$125	1,000
4040163	Blotter Material	Ton	11	\$30	330
4090003	Asphaltic Concrete (miscellaneous structural)	Ton	2,930	\$30	87,900

Item No.	Description	Unit Unit	Quantity	Price	Amount
5011033	Pipe, Reinforced Concrete, Class III, 30"	L. Ft.	132	\$70	\$ 9,240
5012930	Pipe Culvert, 30"	L. Ft.	136	\$55	7,480
5014130	Flared End Section, (30") (C-13.20)	Each	4	\$500	2,000
5014530	Flared End Section, (30") (C-13.20 or C-13.25) (Pipe Culvert)	Each	4	\$400	1,600
6070041	Sign Post (P-1) (perforated) (single)	L. Ft.	80	\$8	640
6070046	Foundation for Sign Post (P-1) (perforated)	Each	7	\$120	840
6080007	Sign Panel (regulatory) (standard reflectivity sheeting)	Sq. Ft.	51	\$25	1,275
7010001	Maintenance and Protection of Traffic	L. Sum	1	\$2,670	2,670
7010006	Furnish and Install Temporary Traffic Control Devices	L. Sum	1	\$265	265
708001	Permanent Paving Marking (painted) (white)	L. Ft.	6,750	\$0.20	1,350
7080011	Permanent Paving Marking (painted) (yellow)	L. Ft.	3,160	\$0.20	632
7080121	Permanent Paving Marking (painted symbol) (arrow)	Each	2	\$50	100
7080221	Permanent Paving Marking (painted legend) (only)	Each	1	\$75	75
7320070	Electrical Conduit (3") (PVC)	L. Ft.	90	\$10	900
7320420	Pull Box (No. 7)	Each	2	\$300	600

Item No.	Description	Unit	Quantity	Unit Price	Amount
8050003	Seeding (Class II)	Acre	4	\$1,250	\$ 5,000
9010001	Mobilization	L. Sum	1	\$18,400	18,400
9080088	Concrete Curb and Gutter (Detail A)	L. Ft.	392	\$7	2,744
9090001	Survey Monument (C-21.10)	Each	6	\$200	1,200
9110001	Right-of-Way Marker	Each	18	\$100	1,800
9130008	Riprap (dumped) (12")	Cu. Yd.	31	\$30	930
9250001	Construction Surveying and Layout (Predetermined Earthwork Quantities)	L. Sum	1	\$17,200	17,200
9250102	Two-Person Survey Party	Hour	24	\$65	1,560
9250103	Three-Person Survey Party	Hour	24	\$75	1,800
9250104	Four-Person Survey Party	Hour	24	\$85	2,040
	Subtotal				\$ 396,718
	PLUS: Gas Line Relocation Costs				7,000
	ADD: 12% for Engineering and Administration				47,607
	5% for Construction Contingency				22,800
	TOTAL CONSTRUCTION COSTS				\$ 474,125

PROJECT: IR-40-4(114)

SECTION: East Flagstaff T.I.

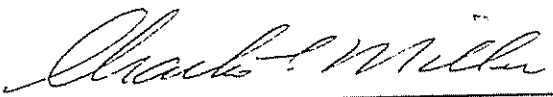
PROJECT: IR-40-4-502

SECTION: East Flagstaff T.I.
(Soliere Frontage Road)

RESOLUTION

BE IT RESOLVED on this 21st day of December, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Flagstaff for construction of improvements to the East Flagstaff Traffic Interchange between Milepost 200.83 and Milepost 201.49, including the relocation of Soliere Frontage Road and the construction of sewer and water improvements desired by the City.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of Transportation

RESOLUTION NO. 1551

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY TO PAY ONE MILLION DOLLARS OF THE COST OF PROPOSED IMPROVEMENTS AT THE STATE'S EAST FLAGSTAFF TRAFFIC INTERCHANGE AND FOR THE CITY TO PAY UP TO ONE MILLION DOLLARS OF THE COST OF THE RELOCATION OF SOLIERE AVENUE FRONTAGE ROAD, INCLUDING RIGHT-OF-WAY ACQUISITION, ROADWAY CONSTRUCTION AND UTILITY RELOCATION.


WHEREAS, the City of Flagstaff seeks improved roadway access within the City and desires to participate in the cost of improvements at East Flagstaff Traffic Interchange and desires to relocate the Soliere Frontage Road at the East Flagstaff Traffic Interchange, including the relocation of an 8-inch sewer line and the installation of a 12-inch water line; and

WHEREAS, the State has offered to enter an Intergovernmental Agreement to design, contract for and to supervise the construction of those improvements as part of a State project to construct improvements to the East Flagstaff Traffic Interchange, including the State's construction of a new bridge crossing I-40 at Country Club and the realignment of Country Club Road to match the new bridge alignment;


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The Council of the City of Flagstaff, pursuant to Article I, Section 3, of the Flagstaff City Charter, does hereby approve the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for Project IR-40-4(126)PE,-4(114)C (Section: East Flagstaff T.I.) and Project I-40-4-502C (Section: East Flagstaff T.I., Soliere Frontage Road); which supersedes former Intergovernmental Agreement dated July 7, 1987, and noted as A.G. Contract No. KR 87-1626. Mayor Christopher Bavasi, or his successor, is authorized to execute this Agreement on behalf of the City of Flagstaff.

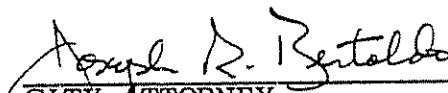
PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 7th day of June, 1988.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVAL OF THE CITY ATTORNEY

Re: IGA for the City to Pay One Million Dollars of the Cost of Proposed Improvements at the State's East Flagstaff Traffic Interchange and for the City to Pay up to One Million Dollars of the Cost of the Relocation of Soliere Avenue Frontage Road, Including Right-of-Way Acquisition, Roadway Construction and Utility Relocation.

I hereby state that I have reviewed the proposed Inter-governmental Agreement for Project IR-40-4(114)C (Section East Flagstaff T.I.) and Project I-40-4-502C (Section East Flagstaff T.I., Soliere Frontage Road) between the State of Arizona and the City of Flagstaff and declare the Agreement to be in proper form and within the powers and authority granted the City under the laws of the State of Arizona.

Dated this 9th of June, 1988.

JOSEPH H. BERTOLDO
FLAGSTAFF CITY ATTORNEY

By: Gene L. Steiger
Gene L. Steiger

ATTORNEY GENERAL
1275 West Washington
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

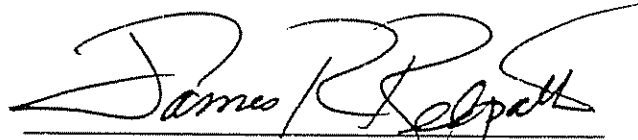
DETERMINATION

A. G. Contract No. KR-87-3473-TRD, which is an agreement between public agencies, has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter said agreement.

Dated this 21st day of June, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division